

Contract no. 1328

Green Brook Copy
7/28/92
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AGREEMENT

Between

GREEN BROOK TOWNSHIP
SOMERSET COUNTY, NEW JERSEY

and

THE GREEN BROOK FRATERNAL ORDER OF POLICE

January 1, 1992 through December 31, 1994

Law Offices

GERALD L. DORF, P.C.
2376 St. Georges Avenue
Rahway, New Jersey 07065

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PREAMBLE

THIS AGREEMENT entered into this day of ,
1992, by and between the TOWNSHIP OF GREEN BROOK, in the County
of Somerset, a Municipal Corporation of the State of New Jersey,
hereinafter called the "Township", and THE GREEN BROOK FRATERNAL
ORDER OF POLICE, hereinafter called the "FOP", represents the
complete and final understanding on all bargainable issues between
the Township and the FOP.

ARTICLE I
RECOGNITION

The Township recognizes the FOP for the purposes of collective negotiations as the exclusive representative of the police officers in the negotiations unit below the rank of Captain, excluding probationary employees.* Reference to males shall include female police officers.

*Probationary employees shall receive the appropriate salary pursuant to this Agreement and a pro rata share of all economic benefits excluding vacation leave.

ARTICLE II
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities, and the activities of its employees.

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and to promote and transfer employees.

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of Green Brook Township. Nothing in this Agreement shall be construed so as

Management Rights (continued)

to limit the lawful authority of the Township with regard to the hiring or termination of its employees.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the FOP.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of any of the provisions of this Agreement, and any mandatorily negotiable rules and regulations as stated in the Department Rules and Regulations adopted February 1, 1983, and any amendments which may be periodically adopted and may be raised by an individual, the FOP on behalf of and at the request of an individual or group of individuals.

C. Steps of the Grievance Procedure:

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Township initiated grievances which will proceed in accordance with Section D, and shall be

Grievance Procedure (continued)

followed in its entirety unless any step is waived by mutual consent:

Step One:

The aggrieved shall institute action under the provisions hereof within twenty (20) calendar days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act within the said twenty (20) calendar days shall be deemed to constitute an abandonment of the grievance. The Police Chief, or his or her designee, provided such designee is a member of the Police Department, shall render a decision within fifteen (15) calendar days after receipt of the grievance.

Step Two:

When an employee is informed by the Police Chief of the inability to arrange a mutually satisfactory solution to the grievance, the employee may present the grievance to the Township Committee in writing as follows:

a. Police Officers Grievance Review Committee. If the grievance is not mutually settled in the verbal presentation to the chief of police in accordance with the provisions of section 1:14-6.2 of the Township Personnel Ordinance, the grievance shall be reduced to writing by both the grievant and the Chief of Police and presented to a Police Officers Grievance Review Committee within five (5) work days. The Police Officers Grievance Review Committee shall consist of five (5) police officers, as follows:

Grievance Procedure (continued)

One (1) police officer selected by the chief of police.

One (1) police officer selected by the grievant.

Two (2) police officers selected by the current president of the Green Brook Fraternal Order of Police.

The Captain of Police as the permanent chairman.

b. Grievance Committee Procedure. The Police Officers Grievance Review Committee shall meet and review the written grievance and the chief's response to the same. If by a three fifths vote the committee determines the grievance to be valid, they shall report to the chief and solicit relief. If the chief will not, or can not, grant relief, the committee will summarize the grievance, in writing, and present same to the Township Committee in accordance to the provisions of section 1:14-6.3 of the Township of Green Brook Personnel Ordinance. If the grievance review committee determines that the grievance is not valid, they shall advise the grievant, in writing, within five (5) work days. If after review by the grievance review committee, the grievant is not satisfied, he may present the grievance to the Township Committee in accordance to the provisions of section 1:14-6.3 of the Township of Green Brook Personnel Ordinance. This presentation shall be without representation from the police officers grievance review committee.

c. Within five (5) working days of receipt of notice by the employee from the Review Committee the employee shall submit the written grievance, in duplicate. To permit prompt processing,

Grievance Procedure (continued)

the grievance should be stated as briefly and clearly as possible. One (1) copy of the grievance shall be filed by the employee with the Township Clerk, who shall immediately forward it to the Township Committee. One (1) copy shall be directed by the employee to the Police Chief.

d. The Police Chief shall, within five (5) working days of receipt of the written grievance from the employee, file with the Township Committee a written report containing all the facts and events concerning the grievance, which report shall include any recommendations for disposition of the grievance.

e. All papers and documents relating to a grievance and its disposition will be placed in the employee's personal file.

Step Three

a. In the event the grievance is not resolved at Step Two, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Township Committee, either party may request in writing that said grievance shall be referred for binding arbitration.

b. The request to arbitration shall be through the Public Employment Relations Commission. However, no arbitration hearing shall take place for a period of thirty (30) calendar days. In the event the employee or the F.O.P. has filed for civil service proceedings or under Title 40, the matter shall be withdrawn from arbitration and the cost of such filing paid for by the FOP.

Grievance Procedure (continued)

c. Only one (1) issue shall be submitted to the arbitrator (aside from any question of arbitrability) unless the parties mutually agree otherwise. Any costs incurred by the parties shall be paid by the party incurring same. The costs of the arbitration proceeding shall be paid by the losing party.

d. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him or her involved in the grievance. The arbitrator shall have no authority to add to, subtract from or otherwise change or modify the Agreement between the parties. The decision of the arbitrator shall be in writing with reasons therefore. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the FOP within twenty (20) working days after the event giving rise to the grievance has occurred. A meeting shall be held within twenty (20) working days after the filing of the grievance between representatives of the Township and FOP and its attorney in an earnest effort to adjust the differences between the parties.

E. Time Limits

The time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual written agreement between the parties.

ARTICLE IV
HOURS AND OVERTIME

A. All members of the Police Department are required to work an average of forty (40) hours per week on a shift basis on a schedule approved by the Police Chief. In times of emergency, all members of the Department are subject to call unless they are on sick leave.

B. Overtime shall be kept to a minimum and strictly controlled, but in cases of emergency shall be approved by the Police Chief. Payment for overtime shall be as follows:

1. Overtime shall be paid to all employees, except the Police Chief and Captain, at one and one-half (1½) times the regular rate for all hours worked in excess of forty (40) hours per week. No compensation time will be allowed.

2. Overtime for all hourly employees whose regularly scheduled work is less than forty (40) hours per week shall be paid at the regular hourly rate for all hours under forty (40) hours.

3. The eight (8) hour work day will include a meal period not to exceed thirty (30) minutes.

4. The base hourly rate for all Township employees shall be calculated by dividing the employee's annual salary by the product of 52.2 times the number of hours in the employee's work week.

C. There shall be a minimum call-in of two (2) hours at one and one-half (1½) times the regular rate for hours of work which are not contiguous to the work day.

Hours and Overtime (continued)

D. The Chief of Police may change the shift of any employee. Where the shift change is for one (1) week or more, the employee shall be given seventy-two (72) hours notice of the change, except in cases of unplanned absences or emergencies.

ARTICLE V

HOLIDAYS

A. The following shall be recognized as paid holidays:

- | | |
|---------------------|--------------------------------|
| 1. New Year's Day | 6. General Election (November) |
| 2. President's Day | 7. Thanksgiving Day |
| 3. Memorial Day | 8. Day after Thanksgiving Day |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. Easter Sunday |

B. Any employee required to work on any holidays will be paid for the holiday at his or her regular hourly rate of pay in addition to his or her regular hourly rate for all hours worked on the holiday.

ARTICLE VI

VACATIONS

A. Permanent full-time employees shall receive for continuous service the following annual vacation with pay:

<u>Years of Completed Service (as of April 1)</u>	<u>Vacation (Days)</u>
1 through 5	10
6 through 10	15
11 and up	1 day for each year up to a maximum of 25 days

B. All vacation time shall be scheduled by April 1st as the needs of the department require on the basis of seniority. Each and every employee must take the authorized annual vacation and compensation will not be allowed in lieu of vacation time. All vacation time shall be used in the year earned. Exceptions may be made by resolution of the Township Committee.

C. Changes in the scheduling of vacations will not be permitted without the prior approval of the Chief of Police.

D. If, for any reason, an employee's vacation is cancelled or not taken as scheduled, the vacation may be rescheduled at the discretion of the Police Chief. If the Police Chief cannot reschedule the vacation leave, the employee will receive payment for the vacation leave at the straight time rate for the year in which the vacation leave was earned.

ARTICLE VII

PERSONAL DAYS

A. Each full time employee covered by this Agreement shall receive three (3) personal days at eight (8) hours straight time during each year of this Agreement.

B. Employees hired on or after January 1, 1989 shall receive personal days in accordance with the following schedule:

1. One (1) personal day during the first year of service.
2. Two (2) personal days during the second year of service.
3. Three (3) personal days during the third year of service.

C. Request for such personal day will be made in writing to the Chief of Police or his or her designee and must be approved by the Chief or his or her designee.

D. If, for any reason, an employee's personal day is cancelled or not taken as scheduled, the personal day may be rescheduled at the discretion of the Police Chief. If the Police Chief cannot reschedule the personal day, the employee will receive payment for the personal day at the straight time rate for the year in which the personal day was earned.

ARTICLE VIII

SICK LEAVE

A. As used in this section, "sick leave" means paid leave that may be granted to each full-time employee who through sickness or non-work related injury becomes incapacitated to a degree that makes it impossible for him or her to perform the duties of their position or who is quarantined by a doctor's written instruction because he or she has been exposed to a contagious disease. Job-related illnesses and injuries which necessitate sick days are not applicable to this Article.

B. Each employee shall be paid during periods of sick leave but not to exceed one (1) day for each month of service with a maximum allowable of three hundred sixty-five (365) calendar days.

C. In the event that an employee is eligible to receive municipal, state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for local, state or federal disability benefits including Social Security, and to furnish proof of such application to the Township, along with proof of receipt or denial of such benefits.

D. An employee who is absent because of disability or trauma caused in the usual course of his/her employment and directly in the line of duty must have such absence certified by a Township-

Sick Leave (continued)

selected physician at the Township's expense. Upon Township receipt of this certification, the employee will receive his/her normal weekly compensation less any applicable workmen's compensation benefits for a period of twelve (12) months from the date of the disability or accident. Such absence will not be charged against the employee's sick leave, however, all other provisions of this section shall apply.

E. Consistent with applicable State law, no employee while on sick leave from the Township shall be otherwise employed or engaged in any outside work or employment whatsoever.

F. In all cases of reported illness or disability the Chief of Police shall have the right to require a doctor's certification of illness or to have a physician designated by the Township examine and report on the condition of the patient-employee. Failure to produce a doctor's certification or when the Township physician reports the employee is fit for work, will result in non-payment of sick leave benefits.

G. All absences on account of illness or disability shall be reported immediately by or for the employee to his or her shift supervisor or preceding shift dispatcher.

H. If an absence is not reported immediately, it shall be treated as an unauthorized absence without pay.

I. In the event of an injury caused in the course of employment, the injured employee, or his department head, if the employee is incapacitated, should report such injury immediately

Sick Leave (continued)

to the Township Clerk, who will process the necessary forms for insurance purposes. The employee should then report to a physician selected by the Township and the physician's report and bill should be forwarded to the Township Clerk.

J. Sick leave may not be paid as terminal leave for employees who resign.

K. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

L. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his or her return will not jeopardize the health of other employees.

M. An employee who retires from Township service pursuant to any applicable pension statutes shall be entitled to terminal leave on the basis of one (1) day's pay for each five (5) days of accumulated sick leave not to exceed four thousand (\$4,000.00) dollars.

N. Effective January 1, 1994, an employee who retires from Township service pursuant to any applicable pension statutes shall be entitled to terminal leave on the basis of one (1) day's pay for each four (4) days of accumulated sick leave not to exceed four thousand five hundred (\$4,500.00) dollars.

ARTICLE IX
INSURANCE COVERAGE

A. All full-time Police Department employees are eligible to receive hospital and medical insurance as provided under the New Jersey State Health Benefits program. All eligible dependents will be included in the coverage.

B. Any increase in the cost of such coverage during the lifetime of this Agreement shall be borne by the Township.

C. The Township shall pay up to a maximum of three hundred (\$300.00) dollars per calendar year per employee for a family dental plan.

D. The Township may, at its option, change any of the foregoing plans or carriers so long as substantially equivalent benefits are provided.

E. If an employee elects to participate in any supplementary health or medical insurance program, the cost of the coverage over and above that provided by the Township will be borne by the individual employee.

F. Employees who retire with twenty-five (25) years of public service shall have their and their surviving spouse's health insurance benefits continued (i.e., group hospital, medical and surgical coverage) with the premium of periodic charges paid by the Township. An employee shall not be eligible for health benefits coverage if covered under the provisions of any other program of health insurance with similar coverage, including the Federal Medicare Program

Insurance Coverage (continued)

covering the retired employee and the employee's spouse. The cost of continued family health care coverage for dependents of the retired employee shall be borne by the retired employee at the rate provided for by the State Health Benefits Program.

G. Employees who retire with twenty-five (25) years of public service shall have their dental insurance continued.

ARTICLE X

WAGES

A. Salary Guide

	<u>12-31-91</u>	<u>1-1-92</u>	<u>1-1-93</u>	<u>1-1-94</u>
Probationary Officer	25,921	25,921	27,476	28,988
Class D Officer	29,202	31,100	31,100	32,810
Class C Officer	31,113	33,136	35,124	37,055
Class B Officer	32,767	34,897	36,991	39,025
Class A Officer	34,688	36,943	39,159	41,313
Detective	36,978	39,382	41,942	44,248
Sergeant	38,205	40,688	43,129	45,501
Lieutenant	41,160	43,835	46,466	49,021

B. Longevity

Employees shall receive the following longevity payments on June 1 following their anniversary dates:

<u>Years of Service</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>
5 - 9	\$ 700	\$ 700	\$ 700
10 - 14	1,050	1,150	1,150
15 years or more	1,400	1,500	1,500

Employees leaving the employ of the Township prior to June 1 shall receive a pro rata share of their longevity payment.

ARTICLE XI

COLLEGE INCENTIVE PAY

A. Financial Assistance Eligibility

1. All employees shall be eligible to apply for financial assistance for education if the following conditions are present:

a. Where the course is part of a program leading to a college degree, the degree is in a field determined to be relevant to the Township employment, or where the course is judged by the Chief of Police to be of value to the individual and to the Township in the position the employee occupies or to which he/she might be promoted or the course is recommended by the Chief of Police.

b. There is sufficient evidence to show that the employee is capable of handling the desired training in the normal time allotted for such course.

c. The course is offered by an approved institution of learning and classes are scheduled during non-working hours.

d. There are sufficient funds in the Township's budget specified for educational assistance.

2. a. It is required that veterans take advantage of the financial assistance for which they are eligible under the current laws covering education for veterans.

b. Approval or disapproval of an application of financial assistance for education will be given and the amount

College Incentive Pay (continued)

of reimbursement determined by both the Chief of Police and the Township Committee prior to the beginning of the course. Such approval will not unreasonably be denied.

c. Upon completion of an approved course, the employee shall submit a copy of his transcript for the course to the Township Clerk for inclusion in his/her personal history file.

d. Regular tuition, registration fees and required laboratory fees shall be eligible for reimbursement. The cost of books, meals, transportation, parking fees, interest on tuition fees, or other similar expenses shall not be eligible for reimbursement.

e. A satisfactory passing grade must be obtained. Only those grades above grade classified as "poor" will be considered satisfactory.

f. Upon presentation of transcript, proof of payment of fees and satisfactory completion, the employee will be reimbursed for the allowed costs.

ARTICLE XII
MILITARY LEAVE

The Township agrees to provide all employees with Military Leave in accordance with Federal and State Statutes.

ARTICLE XIII
BEREAVEMENT LEAVE

A. Each employee shall be allowed time off between the death and the burial up to a maximum of four (4) days with pay upon the death of a member of his/her immediate family, one day of which shall be the date of death or the day of the funeral.

B. For purposes of this section, the term "immediate family" shall include only the employee's mother, father, mother-in-law, father-in-law, husband, wife, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister or step or half relative of a similar nature. In the event of the death of another relative or in-law, an employee may request a vacation or personal day(s) or optional paid holiday.

ARTICLE XIV

NO-STRIKE PLEDGE

A. The FOP covenants and agrees that during the term of this Agreement neither the FOP nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or concerted willful absence of a police patrolman from his duties of employment), work stoppage, slowdown, walk-out or other job action against the Township. The FOP agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by any FOP member shall be deemed grounds for disciplinary action including possible termination of employment of such employee or employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the FOP or its members.

ARTICLE XV
OUTSIDE EMPLOYMENT

A. Police Officers of the Township performing outside work or work for other employees may be required to cease such activity if, in the opinion of the Chief of Police and the Township Committee, such outside work unduly interferes with or prevents said employee from properly performing his or her duties for the Township.

B. Police Officers of the Township shall not be employed by the Township of Green Brook in any outside employment role including, but not limited to, employment as a contractor or subcontractor without the approval of the Township Committee, which shall not be unreasonably withheld.

ARTICLE XVI

LEGAL AID

The employer will provide legal aid to all personnel covered by the Agreement to the extent required by law, particularly N.J.S.A. 40A:14-55.

When legal counsel is required in addition to that provided by the insurance carrier, employees, subject to the prior approval of the Township Committee, shall have the right to select counsel of their own choosing. Such approval shall not be unreasonably denied.

ARTICLE XVII

DISCRIMINATION OR COERCION

A. There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the FOP because of membership or activity in the FOP. The FOP or any of its agents shall not intimidate or coerce employees into membership, nor shall the FOP discriminate against any employee desiring membership in the FOP. Neither the employer nor the FOP shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE XVIII

WORK IN HIGHER RANK

Police officers who work in the capacity of Acting Sergeant or Watch Commander for fifteen (15) consecutive work days shall be paid at a Sergeant's rate of pay.

ARTICLE XIX

OFF-DUTY PERFORMANCE

A. All employees shall participate in the Police and Firemen's Retirement System as permitted by State of New Jersey Division of Pensions, and said employees shall be covered by insurance pursuant to Article XV when performing police duty during the course of off-duty status.

B. When an employee is required to use a private vehicle for police duty, he shall be reimbursed at the rate of \$.18 per mile.

ARTICLE XX

INSURANCE

The Township agrees to continue to provide the current insurance, libel, slander, defamation, violation of right of privacy, detention or imprisonment, malicious prosecution, wrongful entry or eviction or other invasion of right of private occupancy for the duration of this Agreement.

ARTICLE XXI
PERSONNEL FILES

A. A separate personal history file shall be established and maintained for each employee covered by this Agreement; personal history files are confidential records and shall be maintained in the office of the Chief of Police.

B. Any member of the Police Department may by appointment review his personnel file in the office of the Chief of Police.

C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him to read, which copy he shall initial, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file within twenty (20) calendar days after the copy has been made available to him.

D. All personal history files will be carefully maintained and safeguarded permanently in the office of the Chief of Police and nothing placed in any file shall be removed therefrom, except that an employee may make a written request to temporarily remove document(s) specified in the request for photocopying.

ARTICLE XXII

VACANCIES AND PROMOTIONS

A. All vacancies which occur or promotions which are to take effect shall be advertised by posting on the bulletin board thirty (30) days before the action is taken or longer if such time is necessary to permit application for such vacancies by the members of this unit. The Township reserves the right to select any candidate for promotion or vacancy or not to make a promotion or fill a vacancy.

ARTICLE XXIII

JUST CAUSE

No police officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his/her services without just cause. Any such action asserted by the Township, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth if recourse is not provided for under Title 40A.

ARTICLE XXIV

CEREMONIAL ACTIVITIES

In the event a Police Officer in another Department in the State of New Jersey is killed in line of duty, the Employer may in its sole discretion permit two off-duty uniformed Police Officers of the Department to participate in funeral services for the said deceased officer.

Subject to the availability of same, and with the approval of the Chief of Police, the Employer may permit a Department police vehicle to be utilized by the members in the said funeral service.

ARTICLE XXV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXVII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1992 and shall remain in effect to and including December 31, 1994 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement. The FOP shall submit a copy of its entire proposal to the Township by September 1, 1994. The Township shall, within thirty (30) days after receipt of the FOP's proposal, submit a copy of its proposals to the FOP. The economic terms of this Agreement, including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 1992 only for employees on the Township's payroll as of the date of the signing of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Green Brook Township, New Jersey on this 23rd day of July, 1992.

GREEN BROOK FRATERNAL
ORDER OF POLICE

BY Philip J. Goffman

Attest:

Walter J. Roberts V.P.

GREEN BROOK TOWNSHIP
SOMERSET COUNTY

BY Susan E. Dolvin

Attest:

Garrett Becker